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CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ROBERT MICHAEL WILLIAMS,)	Case No.: CV 07 05956 CRB
)	
Plaintiff,)	
	)	PLAINTIFF'S RESPONSE TO
v.	)	MOTION FOR LEAVE TO
	)	WITHDRAW AS COUNSEL FOR
TRANS UNION, LLC; EXPERIAN	)	PLAINTIFF
INFORMATION SOLUTIONS, INC.; EQUIFAX)	
INFORMATION SERVICES, LLC; DISCOVER	)	Hearing date: June 27, 2008
FINANCIAL SERVICES, LLC; PINNACLE	)	Time: 10:00 A.M.
CREDIT SERVICES, INC.; and ASSET	)	Courtroom: 8, 19 th Floor
ACCEPTANCE, LLC.	)	Judge: Hon. Charles Breyer
)	
Defendants.)	

1. In his Motion, Mr. Mark F. Anderson has shown his inability to separate his personal feelings from his professional conduct by engaging in baseless and unnecessary personal attacks against Plaintiff and his wife.

2. Mr. Anderson incorrectly asserts that, "Mrs. Williams professes to have a deep understanding of all factual and legal aspects of this action. Mrs. Williams acts as both the lawyer for her husband and the person who makes decisions for her husband in this action," when, in fact, Mr. Anderson was unaware of Plaintiff's wife's educational background up until two weeks ago. More importantly, Plaintiff directly communicated with Mr. Anderson his position regarding all aspects of this litigation. However, Mr. Anderson repeatedly

1 ignored Plaintiff's directives and acted outside of his authority, and now tenders these untrue
2 statements maligning Plaintiff and his wife in an apparent attempt to deflect attention for his
3 unprofessional and unethical conduct. Attached hereto and made a part hereof as **Exhibit**
4 **"A"** is a Declaration of Plaintiff.

5
6 3. In spite of Mr. Anderson's untrue statements in his Declaration, Plaintiff, who
7 holds a B.S. and M.S. from Yale and an M.D. and Ph.D. from Harvard, is capable of making
8 his own decisions, and has made his own decisions in this action.

9 4. The professional relationship between Mr. Anderson and Plaintiff broke down
10 because of Mr. Anderson's inability to allow Plaintiff to inquire as to the status of this
11 case, and his inability to accept input in the preparation and presentation of this case on behalf
12 of Plaintiff, and specifically, for the following reasons:

13 (a) Mr. Anderson unethically entered into settlement agreements and
14 dismissed certain Defendants without Plaintiff's knowledge and consent and then forced
15 Plaintiff to ratify the unacceptable settlements by berating Plaintiff and his wife, engaging
16 in angry outbursts and verbal abuse, and thereafter, repeatedly refused to provide Plaintiff
17 with copies of the signed settlement agreements and a breakdown of accounting of the fees
18 and costs. Since the entirety of settlement funds were retained by Mr. Anderson, Plaintiff
19 does not know the entire amount paid;
20

21 (b) Mr. Anderson made numerous documented errors that even a first year
22 law student would not make, and when the errors were brought to his attention, he engaged in
23 angry outbursts, and on rare occasions, he would justify his errors by saying, "I didn't pay any
24 attention so". Mr. Anderson also made multiple misrepresentations, and he frequently
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1 contradicted his own written statements and then engaged in verbal abuse when these
2 contradictions were brought to his attention;

3 (c) Mr. Anderson refused to conduct proper discovery, and refused to
4 provide Plaintiff with copies of pleadings, documents and correspondence received from
5 Defendants, including settlement proposals;

6 (d) Mr. Anderson was frequently rude, disrespectful, unprofessional, made
7 frequent derogatory remarks about women, and constantly belittled Plaintiff's wife, and he
8 made impulsive and unilateral decisions against the interests of Plaintiff without ever
9 consulting with Plaintiff; and

10 (e) Mr. Anderson claimed to know all of the necessary facts of this case
11 without having made a reasonable inquiry, which led to his making numerous erroneous
12 assumptions, and then engaging in unjustifiable and abusive attacks when the errors were
13 brought to his attention.

14 5. Contrary to Mr. Anderson's erroneous assumption, Plaintiff has a new counsel.
15 However, because of Mr. Anderson's unprofessional conduct, Plaintiff's new attorney has
16 requested that an order vacating the appearance of Mr. Anderson in this matter be entered
17 prior to the filing of an appearance by the new counsel on behalf of Plaintiff.

18 6. On April 11, 2008, Plaintiff informed Mr. Anderson that he no longer desired
19 his services, at which time, Mr. Anderson insisted upon continuing the representation and he
20 agreed to cease engaging in independent actions against Plaintiff's interests, and to cease
21 engaging in abusive and unprofessional conduct toward Plaintiff and/or his wife.

22 7. In order to avoid misunderstandings, on April 13, 2008, Plaintiff sent a letter to
23 Mr. Anderson setting forth his expectations in regard to Mr. Anderson's representation, and
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1 asking Mr. Anderson to withdraw if he disagreed. Mr. Anderson stated that he agreed with
2 the terms set forth in Plaintiff's letter, but, a week later, Mr. Anderson returned to his previous
3 unprofessional and abusive conduct.

4 8. Since Mr. Anderson was not willing to withdraw from the case and since
5 Plaintiff was no longer able to tolerate Mr. Anderson's inappropriate behavior, Plaintiff, on
6 April 25, 2008, contacted Mr. Anderson and demanded that he send settlement letters to each
7 Defendant to resolve the matter expeditiously in order to allow a quick resolution of both the
8 within cause, and the representation of Mr. Anderson on behalf of Plaintiff.

9 9. On May 12, 2008, after Plaintiff clearly informed Mr. Anderson the terms
10 under which he would settle this case against Defendant Pinnacle, Mr. Anderson entered
11 into a settlement agreement without Plaintiff's knowledge and consent, and then attempted to
12 force Plaintiff to sign the settlement agreement dismissing Defendant Pinnacle in exchange
13 for Defendant Pinnacle providing a signed declaration containing untrue statements, which
14 statements Mr. Anderson knew to be untrue, and then expressed an intention to use the
15 declaration against one of the Defendant in this action. Because Plaintiff was uncomfortable
16 with Mr. Anderson's actions and the untrue statements, Plaintiff informed Mr. Anderson that
17 the attorney/client relationship was terminated on May 12, 2008.

18 10. For the reasons stated above, Plaintiff respectfully requests that this Court grant
19 Mr. Anderson's request to withdraw his Appearance as counsel for Plaintiff.

20 Dated: May 15, 2008

21 Respectfully Submitted,

22 By: 

23 Plaintiff Robert Michael Williams

ORIGINAL

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ROBERT MICHAEL WILLIAMS,)	Case No.: CV 07 05956 CRB
)	
Plaintiff,	)	DECLARATION OF ROBERT
	)	MICHAEL WILLIAMS IN SUPPORT
v.	)	OF HIS RESPONSE TO MOTION
	)	FOR LEAVE TO WITHDRAW AS
TRANS UNION, LLC; EXPERIAN	)	COUNSEL FOR PLAINTIFF
INFORMATION SOLUTIONS, INC.; EQUIFAX)	
INFORMATION SERVICES, LLC; DISCOVER	)	Hearing date: June 27, 2008
FINANCIAL SERVICES, LLC; PINNACLE	)	Time: 10:00 A.M.
CREDIT SERVICES, INC.; and ASSET	)	Courtroom: 8, 19 th Floor
ACCEPTANCE, LLC.	)	Judge: Hon. Charles Breyer
)	
Defendants.)	

I, Robert Michael Williams, on oath depose and declare as follows:

1. I am the Plaintiff in the within cause of action.

2. Mr. Anderson was unaware of my wife's educational background up until two weeks ago, and more importantly, I directly communicated with Mr. Anderson my position regarding all aspects of this litigation. However, Mr. Anderson repeatedly ignored my directives and acted outside of his authority, and now tenders these untrue statements maligning me and my wife in an apparent attempt to deflect attention for his unprofessional and unethical conduct.

3. The professional relationship between Mr. Anderson and I broke down because of Mr. Anderson's inability to allow me to inquire as to the status of this case, and his

1 inability to accept input in the preparation and presentation of this case on my behalf, and
2 specifically, for the following reasons:

3 (a) Mr. Anderson unethically entered into settlement agreements and
4 dismissed certain Defendants without my knowledge and consent and then forced me to ratify
5 the unacceptable settlements he independently made by berating me and my wife, engaging
6 in angry outbursts and verbal abuse, and thereafter, repeatedly refused to provide me with
7 copies of the signed settlement agreements and a breakdown of accounting of the fees and
8 costs. Since the entirety of settlement funds were retained by Mr. Anderson, I do not even
9 know the entire amount paid;
10

11 (b) Mr. Anderson made numerous documented errors that even a first year
12 law student would not make, and when the he errors were brought to his attention, he engaged
13 in angry outbursts, and on rare occasions, he would justify his errors by saying, "I didn't pay
14 any attention so". Mr. Anderson also made multiple misrepresentations, and he frequently
15 contradicted his own written statements and then engaged in verbal abuse when these
16 contradictions were brought to his attention;
17

18 (c) Mr. Anderson refused to conduct proper discovery, and refused to
19 provide me with copies of pleadings, documents and correspondence received from
20 Defendants, including settlement proposals;
21

22 (d) Mr. Anderson was frequently rude, disrespectful, unprofessional, made
23 frequent derogatory remarks about women, and constantly belittled my wife, and he made
24 impulsive and unilateral decisions against my interests without ever consulting with me; and

25 (e) Mr. Anderson claimed to know all of the necessary facts of this case
26 without having made a reasonable inquiry, which led to his making numerous erroneous
27

1 assumptions, and then engaging in unjustifiable and abusive attacks against me and/or my
2 wife when the errors were brought to his attention.

3 4. I have a new counsel, but because of Mr. Anderson's unprofessional conduct,
4 the new counsel has requested that an order vacating the appearance of Mr. Anderson in this
5 matter be entered prior to the filing of an appearance on my behalf.
6

7 5. I was exhausted with Mr. Anderson's constant unjustifiable attacks. So on
8 April 11, 2008, I informed Mr. Anderson that I no longer desired his services, at which time,
9 Mr. Anderson insisted upon continuing the representation and he agreed to cease engaging in
10 independent actions against my interests, and to cease engaging in abusive and unprofessional
11 conduct.

12 6. In order to avoid misunderstandings, on April 13, 2008, I sent a letter to Mr.
13 Anderson setting forth my expectations in regard to his representation, and asking him to
14 withdraw if he disagreed. Mr. Anderson stated that he agreed with the terms set forth in my
15 letter, but, a week later, he returned to his previous unprofessional and abusive conduct.
16

17 7. Since Mr. Anderson was not willing to withdraw from the case and since I was
18 no longer able to tolerate Mr. Anderson's inappropriate behavior, on April 25, 2008, I
19 contacted Mr. Anderson and demanded that he send settlement letters to each Defendant to
20 resolve the matter expeditiously in order to allow a quick resolution of both the within cause,
21 and the representation of Mr. Anderson on my behalf.
22

23 8. After I clearly and repeatedly informed Mr. Anderson the terms under which I
24 would settle this case against Defendant Pinnacle, on May 12, 2008, Mr. Anderson entered
25 into a settlement agreement without my knowledge and consent, and then attempted to force
26 me to sign the settlement agreement dismissing Defendant Pinnacle in exchange for
27

1 Defendant Pinnacle providing a signed declaration containing untrue statements, which
2 statements Mr. Anderson knew to be untrue, and then expressed an intention to use the
3 declaration against one of the Defendant in this action. Because I was uncomfortable with
4 Mr. Anderson's actions and the untrue statements, I informed Mr. Anderson that the
5 attorney/client relationship was terminated on May 12, 2008.
6

7 I declare under penalty of perjury under the laws of the United States that the
8 foregoing is true and correct.
9

10 Dated: May 15, 2008

Respectfully Submitted,

11
12 By: 
13 Plaintiff Robert Michael Williams
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ORIGINAL

PROOF OF SERVICE

William v. Trans Union, et. al.

Case No. CV 07 05956 CRB

I am employed in the County of Alameda, State of California. I am over the age of 18 and not a party to the within action.

My address is 3716 Dragoo Park Drive, Tracy, CA 95356.

On May 15, 2008, I served the foregoing document described as: **PLAINTIFF'S RESPONSE TO MOTION FOR LEAVE TO WITHDRAW AS COUNSEL FOR PLAINTIFF; DECLARATION OF ROBERT MICHAEL WILLIAMS IN SUPPORT OF HIS RESPONSE TO MOTION FOR LEAVE TO WITHDRAW AS COUNSEL FOR PLAINTIFF; AND MANUAL FILING NOTIFICATION** on all interested parties in this action by facsimile transmission, without error, and by placing a true copy thereof in a sealed envelope with first class postage fully prepaid, and depositing same in the U.S. Mail receptacle located at Santa Rita Road and Dublin Boulevard in Dublin, California, properly addressed as follows:

PLEASE SEE ATTACHED SERVICE LIST

I am readily familiar with the practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with United States Postal Service on that same day with postage thereon fully prepaid before the hour of 5:00 p.m., in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on May 15, 2008.

marlene mourer

Marlene Mourer

SERVICE LIST

William v. Trans Union, et. al., Case No. CV 07 05956 CRB

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